

**BARBER & BANKER, LLC**

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**IN THE SUPERIOR COURT FOR THE STATE OF ALASKA  
FIRST JUDICIAL DISTRICT AT SITKA**

**LOWELL FORD,**

**Plaintiff,**

**vs.**

**NATIONAL CASUALTY COMPANY  
and HARTFORD CASUALTY  
INSURANCE COMPANY,**

**Defendants.**

**State of Alaska First District  
Sitka**

**JUL 03 2013**

**Clerk of the Trial Courts**

By [Signature] Deputy

**Case No. 15i-13-128 CI**

**COMPLAINT**

COMES NOW the plaintiff, by and through his attorneys, Barber & Banker, LLC, and for his complaint against defendants NATIONAL CASUALTY COMPANY and HARTFORD CASUALTY INSURANCE COMPANY does state and allege as follows:

1. At all times material hereto, plaintiff was and is a resident in the First Judicial District in Alaska.
2. At all times material hereto, defendants were and are insurance companies doing business in the state of Alaska subject to the jurisdiction of this court.

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<b>JUDGE ASSIGNED</b>	
<input checked="checked" type="checkbox"/>	<b>JUDGE DAVID V. GEORGE</b> Superior Court Judge
<input type="checkbox"/>	<b>MAGISTRATE LEONARD R. DEVANEY</b> Sitka Magistrate

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3. On or about 9/21/09, the defendants insured a 2008 Subaru, VIN JF1SG66658H711134, owned by Alaska Rent A Car d/b/a Avis Rent A Car.

4. On or about 9/21/09, Stephen Horsman negligently and/or recklessly operated the 2008 Subaru, VIN JF1SG66658H711134, in Sitka, Alaska, colliding with a vehicle occupied by the plaintiff and thereby causing injury to the plaintiff.

5. Stephen Horsman had not stolen the 2008 Subaru in the 9/21/09 collision.

6. Stephen Horsman had implied permission to use the 2008 Subaru.

7. The defendants are liable for the actions of their employees and/or agents pursuant to the doctrines of vicarious liability and/or agency and/or respondeat superior.

8. On information and belief, the defendants made representations that their insurance coverage would ensure that the 2008 Subaru, VIN JF1SG66658H711134, was in compliance with mandatory minimum liability insurance coverage in Alaska.

9. The insurance coverage sold by defendants for the 2008 Subaru, VIN JF1SG66658H711134 was expected by owners and/or users of the vehicle to meet the mandatory minimum liability coverage for the State of Alaska.

10. The defendants received notice of the plaintiff's liability bodily injury claim against Stephen Horsman.

11. The defendants denied liability bodily injury coverage for Stephen Horsman in the 9/21/09 collision.

12. The defendants denied defense of plaintiff's liability claims against Stephen Horsman.

13. The plaintiff obtained a judgment against Stephen Horsman for bodily injury caused by the 9/21/09 collision which was distributed on July 7, 2010.

14. The plaintiff is a third-party beneficiary of the benefits denied by the defendants to Stephen Horsman.

15. The plaintiff is entitled to pursue Stephen Horsman's claims against the defendants pursuant to judicial assignment and/or writ of execution and/or as third-party beneficiary and/or other equitable doctrines.

16. The defendants unreasonably denied coverages for the 9/21/09 collision.

17. The defendants are liable for breach of contract.

18. The defendant are liable for breach of the covenant of good faith and fair dealing.

19. The defendants are liable for punitive and/or exemplary damages for conduct evidencing reckless disregard to the interests of others and/or outrageous conduct.

WHEREFORE, having fully pled the plaintiff's complaint, the plaintiff request a judgment against the defendants for an amount greater than \$100,000.00 (ONE

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HUNDRED THOUSAND DOLLARS) to be established by the trier of fact, plus interest, costs and attorney fees and such other relief as the court deems just.

DATED at Anchorage, Alaska this 8<sup>th</sup> day of July, 2013.

**BARBER & BANKER, LLC**  
Attorneys for Plaintiff

By: 

Jeffrey Barber  
ABA No. 0111058